

COPY FOR
CERTIFICATION

FILED
Sept. 16 2010 - Jpm
MICHAEL K. JEANES, Clerk
By *L. Ferrell*
Deputy

1 TERRY GODDARD
2 The Attorney General
3 Firm No. 14000
4
5 Ann Hobart, No. 019129
6 Assistant Attorneys General
7 Civil Rights Division
8 1275 W. Washington St.
9 Phoenix, Arizona 85007
10 Telephone: (602) 542-8860
11 Facsimile: (602) 542-8899
12 civilrights@azag.gov
13 Attorneys for Plaintiff

10 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
11 IN AND FOR THE COUNTY OF MARICOPA
12

13 THE STATE OF ARIZONA ex rel. TERRY
14 GODDARD, the Attorney General, and THE
15 CIVIL RIGHTS DIVISION OF THE ARIZONA
16 DEPARTMENT OF LAW,

16 Plaintiff,

17
18 vs.

19 TIM'S BUICK, HYUNDAI, SUBARU & GMC,
20 INC., and TIM'S AUTO GROUP, INC.,

21 Defendants.

No. CV2010-022111

CONSENT DECREE

(The Honorable Sam Myers)

22
23 On July 16, 2010, Plaintiff the State of Arizona ("State") filed the above-captioned
24 lawsuit in Maricopa County Superior Court against Defendants Tim's Buick, Hyundai, Subaru
25 & GMC, Inc. and Tim's Auto Group, Inc., alleging that Defendants discriminated against
26 Candy Lambrecht in violation of A.R.S. §§ 41-1463(B)(1). Defendants have denied and
27 continue to deny the State's allegations.
28

COMPROMISE OF DISPUTED CLAIMS

The State and Defendants desire to resolve the issues raised in the Complaint to avoid the time, expense, and uncertainty of further contested litigation. The State and Defendants expressly acknowledge that this Consent Decree is the compromise of disputed claims, that Defendants deny all the claims, and that there has been no adjudication of any claim or finding of any liability on the part of Defendants. Defendants and the State agree to be bound by this Consent Decree and to not contest that it was validly entered into in any subsequent proceeding to implement or enforce its terms. The parties therefore have consented to its entry, waiving trial, findings of fact, and conclusions of law.

It appearing to the Court that entry of this Consent Decree will further the objectives of the Arizona Civil Rights Act ("ACRA") and that its terms fully protect the parties and the public with respect to the matters within its scope, **IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over the parties, and venue in Maricopa County is proper. The allegations of the Complaint, if proved, are sufficient to state claims upon which relief could be granted against Defendants under the ACRA.

RESOLUTION OF THE LAWSUIT

2. This Consent Decree resolves all issues set forth in the Complaint.

NO RETALIATION

3. Defendants shall not retaliate against any person in any way for that person's opposition to a practice made unlawful by the Arizona Civil Rights Act, or for their participation in the State's proceedings or litigation, and will make any future employment decisions concerning parties and witnesses on a nondiscriminatory basis.

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ANTI-DISCRIMINATION POLICIES

4. Defendants agree to comply fully with the provisions of the Arizona Civil Rights Act (A.R.S. § 14-1401, et seq., as amended) and that all Defendants' employment practices, including Defendants' hiring processes, and the terms, conditions and privileges of employment by Defendant, shall be conducted and maintained in a manner that does not discriminate on the basis of race, national origin, color, disability, sex, religion, genetic testing or age.

5. Within 90 days of the effective date of this Consent Decree, Defendants will create or revise an existing policy, subject to review by the Arizona Civil Rights Division ("ACRD"), prohibiting (a) discrimination based upon an employee's race, national origin, color, disability, sex, religion, genetic testing or age as prohibited by the ACRA and/or federal employment discrimination laws; and (b) retaliation against any employee or applicant engaging in protected activity under the ACRA and federal employment discrimination laws. "Protected activity" includes opposing any practice that is unlawful under these laws, as well as making a charge, testifying, assisting or participating in the administrative process of the ACRD and/or the Equal Employment Opportunity Commission.

At a minimum, this policy will contain 1) a commitment to these anti-discrimination and anti-retaliation provisions; 2) a process by which a person can internally complain of alleged discrimination and/or retaliation that does not require any complaint to be made in writing, and does not require the employee or candidate to report the alleged discrimination and/or retaliation to the person alleged to have discriminated and/or retaliated against the person; 3) the job title(s) of Defendants' employee(s) responsible for accepting complaints of discrimination and/or retaliation; and 4) a statement that unlawful discrimination and/or retaliation violates state and federal civil rights laws.

Within 10 days of creating or revising this policy, Defendants will provide a copy of the policy to Ann Hobart, Assistant Attorney General ("AAG Hobart"), Arizona Attorney General's Office, 1275 W. Washington Street, Phoenix, Arizona 85007, or her successor, for

1 the ACRD's review. Within 60 days of receiving the ACRD's approval, Defendants will
2 disseminate the policy to all employees.

3 **TRAINING**

4 6. Within 180 days of the effective date of this Consent Decree, Defendants will
5 provide training for all employees in Defendants' anti-discrimination and anti-retaliation
6 policies and reporting procedures. Thereafter, Defendants will provide such training for all
7 newly hired employees within 90 days of hire. The training shall consist of at least two (2)
8 hours of instruction. If there are costs associated with the training, Defendants will pay those
9 costs.

10 Within ten days of the completion of the training for existing employees, Defendants
11 will provide written notice to AAG Hobart, or her successor, that they have complied with the
12 terms of this paragraph. Thereafter, Defendants will provide AAG Hobart, or her successor, an
13 annual report stating that all new hires in the preceding 12 months were given the required
14 training for three (3) years after the effective date of this Consent Decree. These annual reports
15 will be due on the first, second and third anniversary of the effective date of this Consent
16 Decree.

17 **MODIFICATION**

18 7. There will be no modification of this Consent Decree without the written consent of
19 all the parties and the further order of this Court. In the event of a material change of
20 circumstances, Defendants and the State agree to make a good faith effort to resolve this matter.
21 If the parties are unable to reach agreement, either party may ask the Court to make such
22 modifications as are appropriate.

23 **CONTINUING JURISDICTION OF THE COURT**

24 8. The Court will retain jurisdiction over both the subject matter of this Consent Decree
25 and the State and Defendants for one (1) year from the date of its entry to effectuate and
26 enforce it. The State may, for good cause shown, petition this Court for compliance with this
27 Consent Decree at any time during the period that this Court maintains jurisdiction over this
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1 action. Should the Court determine that Defendants have not complied with its terms,
2 appropriate relief, including extension of this Consent Decree for such period as may be
3 necessary to remedy its non-compliance, may be ordered. In the event the parties have not
4 stipulated and the court has not ordered an extension of this Consent Decree, the Consent
5 Decree shall automatically expire and the Court shall lose jurisdiction over this action one year
6 after entry of the Consent Decree.

7 **RELIEF TO CHARGING PARTY**

8 9. Ms. Lambrecht is pursuing her remedies in a separate lawsuit currently pending in
9 federal district court.

10 **MONITORING**

11 10. Respondents will pay the ACRD the sum of \$1500 for monitoring compliance with
12 the terms of this Consent Decree and for the advancement of civil rights within thirty (30) days
13 of this consent decree. The check will be made payable to the Arizona Civil Rights Division
14 and tendered to AAG Hobart, or her successor.

15 **RELEASE**

16 11. Except for the obligations of Defendants that are expressly set forth in this Decree,
17 Defendants and their past, present, and future officers, employees, agents, affiliates, parents,
18 successors and assigns are released from any and all civil liability to the State for the claims
19 alleged in the Complaint.

20 **MISCELLANEOUS PROVISIONS**

21 12. The Consent Decree will be binding on the State and Defendants, as well as
22 Defendants' agents, employees, successors, assigns and all persons in active concert or
23 participation with Defendants.

24 13. The State and Defendants represent that they have read this Consent Decree in its
25 entirety and are satisfied that they understand and agree to all of its provisions, and represent
26 that they have freely signed this Consent Decree without coercion.
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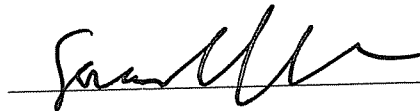
1 14. This Consent Decree will be governed in all respects by the laws of the State of
2 Arizona.

3 15. The State and Defendants shall bear their respective attorneys' fees and costs
4 incurred in this action up to the date of entry of this Decree. In any action brought to assess or
5 enforce the State's or Defendants compliance with the terms of this Decree, the Court may in
6 its discretion award reasonable costs and attorneys' fees to the prevailing party.

7 **EFFECTUATING CONSENT DECREE**

8 16. The parties agree to the entry of this Consent Decree upon final approval by the
9 Court. The effective date of this Consent Decree shall be the date that it is entered by this
10 Court.

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12 ENTERED AND ORDERED this 10 day of Sept 2010.

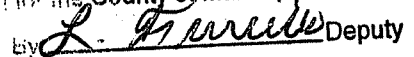
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14 

15 **HONORABLE SAM J. MYERS**
16 Honorable Sam Myers
17 Maricopa County Superior Court

18 The foregoing instrument is a full, true
19 and correct copy of the original document.

20 Sept 16, 2010

21 **K. JEANES**, Clerk of the
22 Superior Court of the State of Arizona, in
23 and for the County of Maricopa.

24  Deputy

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CONSENT TO DECREE

1. On behalf of Defendants Tim's Buick, Hyundai, Subaru & GMC, Inc. and Tim's Auto Group, Inc., I acknowledge that I have read the foregoing Consent Decree, and that Defendants Tim's Buick, Hyundai, Subaru & GMC, Inc. and Tim's Auto Group, Inc., are aware of their right to a trial in this matter and have waived that right.

2. Defendants Tim's Buick, Hyundai, Subaru & GMC, Inc. and Tim's Auto Group, Inc., agree to the jurisdiction of the Court, and consent to entry of this Consent Decree.

3. Defendants Tim's Buick, Hyundai, Subaru & GMC, Inc. and Tim's Auto Group, Inc., state that no promise of any kind or nature whatsoever (other than the terms of this Consent Decree) was made to induce them to enter into this Consent Decree, that they have entered into this Consent Decree voluntarily, and that this Consent Decree constitutes the entire agreement between the parties.

4. I, Mike Dennis, am General Manager, and, as such, am authorized by Defendants Tim's Buick, Hyundai, Subaru & GMC, Inc. and Tim's Auto Group, Inc., to enter into this Consent Decree for and on their behalf.

5. I further state that Defendants Tim's Buick, Hyundai, Subaru & GMC, Inc. and Tim's Auto Group, Inc., have been represented by counsel in this case, and that the terms of this Consent Decree have been explained to me to my satisfaction, and are fully understood by me.

DATED this 27 day of July, 2010.

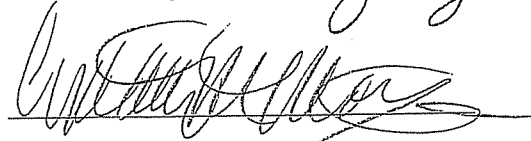
Tim's Buick, Hyundai, Subaru & GMC, Inc.
and Tim's Auto Group, Inc.,

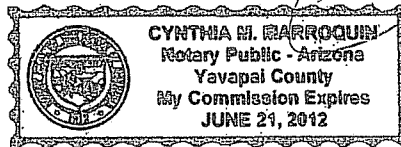
By [Signature]
MIKE DENNIS
GENERAL MANAGER

1 State of Arizona)
2 Yavapai) ss.
3 County of Maricopa)

4 SUBSCRIBED AND SWORN to before me this 27th day of July, 2010,
5 by Michael Dennis

6
7 My Commission Expires:
8 6/21/2012

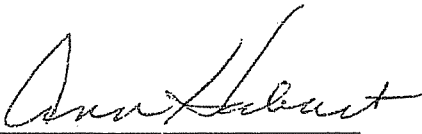

Notary Public



1 APPROVED AS TO FORM AND CONTENT

2
3 TERRY GODDARD

4 Attorney General

5
6 By 

7 Ann Hobart

8 Assistant Attorney General

9
10 Date 8/25/2010

JONES SKELTON & HOCHULI, PLC

By 

Steven D. Leach

Attorneys for Defendants

11 Date 8/9/2010

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13 890476